

RESOLUTION NO. 11-10

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH MIAMI-DADE COUNTY, THE NATIONAL WEATHER SERVICE AND THE FLORIDA POWER & LIGHT CO. FOR INSTALLING, OPERATING, REPLACING AND MAINTAINING A SPANISH LANGUAGE WEATHER RADIO TRANSMITTER FOR SO LONG AS THE NATIONAL WEATHER SERVICE IN MIAMI CONDUCTS THE NOAA WEATHER RADIO ALERT SYSTEM SUBJECT TO 60 DAYS NOTICE OF TERMINATION BY EITHER PARTY, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", AND FURTHER AUTHORIZING THE CITY TO PAY ITS SHARE OF THE ANNUAL COST OF THE TELECOMMUNICATION LINES THAT CONNECT THE TRANSMITTER TO THE NATIONAL WEATHER SERVICE IN THE AMOUNT NOT TO EXCEED \$1,200.00.

WHEREAS, the City of Hialeah, its residents and elected officials, find that it is in the best interest of the health, welfare and safety of the community to enter into this Memorandum of Understanding to install, operate and maintain a weather radio transmitter that will broadcast in Spanish and reach Spanish-speaking residents in time of weather emergencies; and

WHEREAS, pursuant to this Memorandum of Understanding, Miami-Dade County shall pay for the procurement and installation of the hardware and materials necessary for the Spanish language weather radio transmitter and the City and National Weather Service contributing no more than \$1,200 annual in annual costs respectively.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Memorandum of

Understanding with Miami-Dade County, the National Weather Service and the Florida Power & Light Co. for installing, operating, replacing and maintaining a Spanish language weather radio transmitter for so long as the National Weather Service in Miami the NOAA Weather Radio Alert System subject to 60 days notice of termination by either party, a copy of which is attached hereto and made a part hereof as Exhibit "1", and further authorizes the City to pay its share of the annual cost of the telecommunication lines that connect the transmitter to the National Weather Service in an amount not to exceed \$1,200.00.


PASSED AND ADOPTED this 8th day of February, 2011.



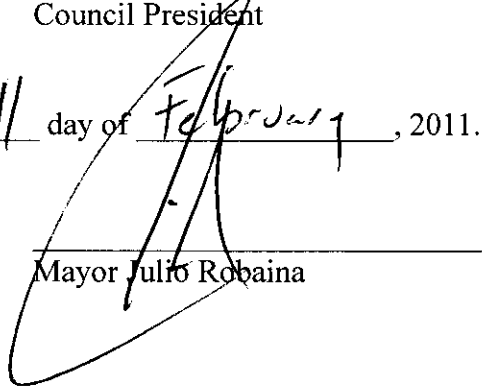
Carlos Hernandez
Council President

Attest:

Approved on this 11 day of February, 2011.



David Concepcion, Acting City Clerk



Mayor Julio Robaina

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

Exhibit "1"

BROADCAST SERVICE AGREEMENT

AMONG THE

NATIONAL OCEANIC ATMOSPHERIC ADMINISTRATION

NATIONAL WEATHER SERVICE

U.S. DEPARTMENT OF COMMERCE

AND

MIAMI-DADE COUNTY

AND

CITY OF HIALEAH

Agreement No: NWR-SRFL-002

EXHIBIT 1

I. PARTIES

This document constitutes an agreement among the National Oceanic and Atmospheric Administration (NOAA), NOAA's National Weather Service, U.S. Department of Commerce and a combined effort with Miami-Dade County, a political subdivision of the State of Florida, hereafter referred to as "The County", and the City of Hialeah, a municipal corporation, hereafter referred to as the "The City".

II. AUTHORITIES

National Weather Service (NWS) has the legal authority, with the assistance of The County and The City to participate in the joint establishment of a NOAA Weather Radio (NWR) network transmission site for broadcast services which include the dissemination of critical storm warnings, meteorological information, and alerts to the public under:

1. 15 U.S.C. Section 313, the NWS organic authority, which sets forth the duties of the Secretary of Commerce related to the forecasting of weather, the issuance of storm warnings, and the distribution of meteorological information.
2. 15 U.S.C. Section 1525, the Commerce Department's Joint Project Authority, which provides the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned.

NWS Strategic Plan for 2005-2010, identifies under the "Serve Society's Need for Weather and Water Information" goal, the following desired outcomes:

1. Reduced loss of life, injury, and damage to the economy.
2. Better, quicker, and more trusted weather and water information to support improved decisions.
3. Increased satisfaction with quality of weather and water information and services.

This joint project meets the following identified objectives:

1. Improve predictability of the onset, duration, and impact of hazardous and severe weather and water events.
2. Increase application and accessibility of weather and water information as the foundation for creating and leveraging public (i.e., Federal, state, local, tribal), private, and academic partnerships.

III. PURPOSE

Pursuant to this joint agreement, the parties will establish, equip, operate, and maintain a "Spanish Language" NOAA Weather Radio All Hazards (NWR) tower/transmitter site in the Hialeah, Florida area. All parties agree the NWR Station's primary objective is to meet the need for forecast and warning operations and the needs of the overall comprehensive national, state, NWS, and NWR network coverage plan.

This project is necessary and essential to further the mission of the Department of Commerce in meeting its objectives and desired outcomes for which the Department will provide critical storm warnings, meteorological information and alerts to a segment of at-risk population which is not currently nor adequately covered by the NWR network.

NWS is not funded to provide the necessary infrastructure to cover reduced/sporadic coverage, remote, fringe or alternative language broadcast areas. The private and public sectors, in addition to federal, state, and local agencies and jurisdictions, have been encouraged to support the NWS goal through expansion of the NWR broadcast infrastructure. This expansion consists of establishing, provisioning, operating and maintaining new NWR stations by purchasing or leasing land, facilities and towers, purchasing transmitters, transmission equipment, and utilities sufficient to serve and benefit local communities. This service can be provided in three established methods:

1. NWR stations purchased and owned by the Cooperator(s) may be donated to, operated and maintained by the NWS; or
2. Ownership, operation, and maintenance of the NWR station may be retained by the Cooperator(s) with NWS providing the audio program for broadcast by the Cooperator, or
3. Cooperators using federal funds (e.g.; federal grant funds) to purchase hardware for a NWR station. Upon completion of all grant requirements and award close-out, cooperator(s) will transfer the federal property to the NWS, for continued operation and maintenance.

This Agreement is using Method (2) mentioned above. The County will purchase and install the station equipment and a five year warranty on transmitter parts. The City, with the assistance of Florida Power & Light Company, will provide the leased facilities, electrical power, and operation and maintenance of the station.

Based on funding allocations, NWS has determined this project cannot be done without the participation of "The County" and "The City." This is due to the costs of the site acquisition, development, equipping, and annual operation associated with a NWR station, making it prohibitive when compared to National requirements for selecting at-risk communities. NWS currently leases and/or operates over 300 cooperator run NWR stations out of the 1000+ network through similar cooperator joint project agreements.

IV. MUTUAL INTEREST OF THE PARTIES

This NOAA Weather Radio All Hazards (NWR) tower/transmitter site establishment, operation, and maintenance is of mutual interest to the parties because NWS is able to cover an at-risk portion of the limited or no-English, Spanish speaking population providing critical warnings, meteorological information, and alerts. The NWR Broadcasting Services covered by this Agreement will also assist the NWS in carrying out its mission of providing warnings and forecasts directly to the public to protect life and property. The County and City benefit by receiving community/area specific critical warnings, meteorological information, and alerts which can be used to plan and prepare for potential emergencies and escalation of health care

and disaster services. The local community and surrounding areas benefit from improved broadcast usability, specific area weather and hazard information, advance time to prepare for severe weather or evacuate, and improved emergency services during severe weather or hazard events.

V. RESPONSIBILITIES OF THE PARTIES

A. NWS agrees to perform the following activities and provide the following resources in support of the NWR tower/transmitter site establishment, operation, and maintenance:

- a. The NWS will obtain a license for the transmitter system and, if necessary, a license for a radio link between the NWS programming office and the transmitter. The license(s) remain the property of the NWS.
- b. The NWS agrees to provide suitable audio programming for the operational broadcast of the station from the NWS Forecast Office at Miami, Florida.
- c. The NWS agrees to install a Remote Off Air Monitoring System (ROAMS) to automatically monitor performance and notification to the NWS of system failures.
- d. The NWS is responsible for telecommunication links necessary to transmit the audio program from the NWS programming office and connect to the ROAMS unit.
- e. The NWS shall provide the County with specifications for acceptable transmitter performance which the winning transmitter vendor must meet.
- f. The NWS will keep parties informed of performance problems or failures detected via remote site monitoring.
- g. The NWS, when made aware of any Radio Frequency Interference (RFI) problem or other operational problem that degrades the quality of the broadcast, will perform an immediate technical investigation of the NWR system in coordination with the City. If a RFI problem persists, the transmitter shall be shut down by the City within a reasonable time after receipt of a request by the NWS until the problem is resolved.

B. The County agrees to perform the following activities and provide the following resources in support of the NWR tower/transmitter site establishment, operation, and maintenance:

- a. The County agrees to provide and install equipment to satisfy the NWS coverage and performance requirements. The County agrees the transmitter must satisfy the following conditions: (1) it meets the NWR transmitter specifications dated October 16, 2008; (2) it meets NWS installation standards and specification; and (3) it has passed a 30 day operational test.

- b. All costs associated with the purchase and installation of the transmitter system shall be borne by the County. This shall include all construction necessary to accept installed electrical service.
- c. The County shall transfer ownership of the equipment covered by this Agreement to the City upon acceptance of the equipment.
- d. The County agrees to obtain a Five (5) Year Warranty to cover ALL parts and equipment associated with the NWR Station.
- e. The County agrees to provide timely information for a detailed site survey on forms provided by the NWS.
- f. Upon successful completion of a 30 day operational test and acceptance into the NWR system, the County shall transfer both ownership and warranty of the equipment covered by this Agreement to the City without further responsibility or additional cost.
- g. Any other provision of this Agreement notwithstanding, the County's total aggregate expenditures under this Agreement shall not exceed \$56,000.

C. The City agrees to perform the following activities and provide the following resources in support of the NWR tower/transmitter site establishment, operation, and maintenance:

- a. The City agrees to operate the NWR station in accordance with the license obtained by the NWS for this purpose and agree the Spanish broadcast content will originate solely from an authorized NWS source.
- b. Upon successful completion of a 30 day operational test and acceptance into the NWR system, the City, at no additional cost, will have full responsibility for the ownership and warranty of the equipment covered by this Agreement.
- c. The City will perform routine maintenance on a regular basis, and will notify the NWS programming office 24 hours in advance of any scheduled outages and will postpone scheduled maintenance in the event of predicted severe weather.
- d. The City is responsible for emergency maintenance of the NWR station.
- e. The City agrees to contribute up to \$1,200 per year, towards any unexpected costs associated with the System within the first five years, which may not be covered elsewhere within the Agreement.
- f. The City agrees to obtain a master lease with the Florida Power & Light (FP&L) to provide facilities and protected floor space to accommodate necessary station equipment; at FP&L tower facility, located at 401 W. 20th Street, Hialeah, Florida, 33010; provide both commercial and emergency power, at no cost to other responsible parties listed in the Agreement. A copy of this lease will be forwarded to NWS.

- g. The City will be responsible for the transmitter site's compliance with local zoning laws and Federal Aviation Administration requirements, if any.
- h. The City is responsible for ensuring the transmitter emissions meet specifications.
- i. The City, when informed of any Radio Frequency Interference (RFI) problem or other operational problem which degrades the quality of the broadcast by the NWS, shall shut down the transmitter within a reasonable time after receipt of a request by the NWS until the problem is resolved.
- j. The City agrees to provide an operations point of contact and notify the NWS Forecast Office in Miami, Florida, whenever the transmitter has a degradation or interruption of service.

D. Mutually, the Cooperators agree:

- a. The NWR Broadcasting Service's primary objective is to meet NWS' need for forecast and warning operations.
- b. The City and NWS agree to operate the NWR station in accordance with the license obtained for that purpose.
- c. The City and NWS agree to operate the NWR Station in conformance with NWS requirements and all pertinent government regulations. NWS requires 24 hours per day, 7 days per week operation, and the Spanish broadcast content must originate solely from an authorized NWS source.
- d. The NWS office is responsible for defining the station's service coverage area.
- e. All parties will coordinate and jointly issue a Public Information Statement (PNS) to announce the new service coverage area. Additionally, all parties and FP&L will be acknowledged in the station identification message, in accordance with NWS Instruction 10-1710, Appendix C (Guidelines for Basic Core and Special Customer Messages). If the service is terminated for any reason, all parties will also coordinate a PNS explaining the reason(s) for the termination.
- f. All site licenses will be canceled upon termination of this Agreement.

VI. EQUITABLE APPORTIONMENT OF COSTS

The costs of the project are equitably apportioned (Attachment A). Over the five year term of the Agreement, the NWS' estimated cost is \$30,000.00, the County's estimated cost is \$56,000.00, and the City's estimated cost is \$26,000.00. All obligations under this Agreement are subject to the availability of funds.

VII. CONTACTS

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kevin.j.scanlon@fpl.com

The parties agree if there is a change regarding the information in this section, the party making the change will notify the other parties in writing.

VIII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This Agreement is effective as of the latest date shown below, when signed by all parties, and shall remain in effect until terminated by any party or for five (5) years after the date of the latest signature of approval. This Agreement may be amended at any time by mutual written consent of all parties identified herein. The parties will review this Agreement at least once every three years to determine whether it should be revised, renewed, or canceled.

This Agreement may be terminated at any time by mutual written consent of all parties, or terminated unilaterally without cause by any party by giving at least sixty (60) calendar days advance written notice to the other parties. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it incurred.

IX. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, which cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 U.S.C App. 3, a review of this Agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the parties to this Agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

X. LIABILITY AND CLAIMS

The Federal Government agrees to promptly consider and adjudicate any and all third-party claims which may arise out of this agreement and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. § 2671 *et seq.*, or other legal authority as may be pertinent. The Government agrees to consider and adjudicate any claims for damage or injury sustained by NOAA/NWS personnel in the performance of their official duties under the terms of this Agreement. Such adjudication will be made pursuant to the Federal Employees Compensation Act, 5 U.S.C. § 8101 *et seq.*, or other such Federal law as may be pertinent.

Miami-Dade County and the City of Hialeah are self insured in accordance with Florida Statutes as follows:

1. Workers Compensation as required by FS 440.
2. General Liability as required by FS 768.28.
3. Automobile Liability as required by FS 768.28.

Bill Proenza
Regional Director
National Weather Service
Southern Region Headquarters
819 Taylor Street
Fort Worth, Texas 76102

Date: _____

Jonathan Lord / Curtis Sommerhoff
Cooperator
Miami-Dade County Emergency
Management
9300 NW 41st Street
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Date: _____

Jose Caragol
Cooperator
City of Hialeah
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Haileah, Florida 33101

Date: _____

ATTACHMENT A – EQUITABLE APPORTIONMENT OF COSTS

NWR Expansion for Spanish NWR station in Miami, FL. Breakdown of Contribution Per Entity	Miami-Dade Co. Emergency Mgmt. (The County)	City of Hialeah (The City)	NWS
300 Watt Dual Continuous Transmitter System + Installation + Alignment Testing	\$25,000		
4 Bay Direction Antenna + Installation	\$10,000		
Miscellaneous Materials: Coax + Hardware	\$5,000		
Site Survey	\$3,000		
Shipping: Transmitter + Antenna	\$3,000		
Electrical Installation: Transmitter + EPG			
Telecommunications: ROAMS + CRS modem + Dedicated Line: 5 years @ \$6000 / year			\$30,000
Miscellaneous Costs Not Covered Elsewhere: 5 yrs @ \$1,200 per yr.		\$6,000	
Transmitter Parts Warranty: 5 yrs @ \$2,000 per yr.	\$10,000		
Transmitter Maintenance: 5 yrs @ \$4,000 / yr.		\$20,000*	
Total Contribution Per Entity: 5 year Agreement; Total Contribution (Years 1-5) ~ \$112,000	\$56,000	\$26,000	\$30,000
Percentage of Contribution – 5 years	50%	23%	27%

* - These items will be a 'contributed value in kind' by Florida Power & Light to the City of Hialeah, independent of this agreement.